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HARVEST REDWOOD RETIREMENT RESIDENCE,  
8 L.L.C., doing business as Redwood Retirement Residence,  
RETIREMENT RESIDENCE, L.L.C.; and HOLIDAY  
9 RETIREMENT CORP.

10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12  
13 GREATER NAPA FAIR HOUSING  
CENTER, a California Not for Profit  
14 Corporation, doing business as FAIR  
HOUSING NAPA VALLEY, as an  
15 individual entity only; RUBY DUNCAN,  
an incompetent adult, by and through her  
16 Guardian Ad Litem, MAE LOUISE  
WHITAKER; and EVA NORTHERN, an  
17 incompetent adult, by and through her  
Guardian Ad Litem, NANCY  
18 NORTHERN, each individually and on  
behalf of individuals similarly situated;  
19 NANCY NORTHERN, in her individual  
capacity only; and MAE LOUISE  
20 WHITAKER, in her individual capacity  
only,

21 Plaintiff,

22 v.

23 HARVEST REDWOOD RETIREMENT  
RESIDENCE, L.L.C., doing business as  
24 Redwood Retirement Residence;  
REDWOOD RETIREMENT RESIDENCE  
25 L.L.C.; and HOLIDAY RETIREMENT  
CORP.,  
26

27 Defendants.  
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No. C07-3652 MEJ

**OBJECTIONS TO DECLARATIONS IN  
SUPPORT OF PLAINTIFFS' REPLY TO  
DEFENDANTS' OPPOSITION TO  
PLAINTIFFS' MOTION FOR ISSUANCE  
OF PRELIMINARY INJUNCTION**

Date: September 26, 2007  
Time: 9:00 a.m.  
Dept: Ctrm. 3, 17th Fl.  
Judge: Hon. Phyllis J. Hamilton

1 Defendants Harvest Redwood Retirement Residence, LLC, Redwood Retirement  
2 Residence, Redwood Retirement Residence LLC, and Holiday Retirement Corporation  
3 (“Defendants”) object to the admissibility of the following evidence presented by Greater Napa  
4 Fair Housing Center, et al. (“Plaintiffs”) in connection with Plaintiffs’ Motion for Issuance of  
5 Preliminary Injunction, set for hearing on September 26, 2007 before this Court.

6 **(1) Declaration of Marie Broman**

7 The statement in paragraph 5 of the declaration, “I think these charges unfairly penalize  
8 people with permanent disabilities who cannot use the dining room I am concerned that in the  
9 future, I might not be able to use the dining room, and I would have to pay these extra charges,”  
10 contains improper conclusions and argument in violation of Local Rule 7-5(b).

11 The statement in paragraph 7 of the declaration, “I heard that some residents were being  
12 asked or ordered to move out of Redwood. I heard that the managers wanted them to move  
13 because they could not use the dining room, or could not take care of themselves. Word of these  
14 move-out notices spread throughout Redwood very quickly,” contains out-of-court statements  
15 offered to prove the truth of the matter asserted, as such it is inadmissible hearsay and double  
16 hearsay. FRE 802. It also lacks foundation and is not based on personal knowledge. FRE 602.

17 The statement in paragraph 8 of the declaration, “[w]hen I heard that Mrs. Dundan was  
18 ‘on the list’ for eviction, I became very concerned about my own future at Redwood,” lacks  
19 foundation and contains an out-of-court statement offered to prove the truth of the matter  
20 asserted. As such, it is inadmissible hearsay. FRE 802.

21 The statement in paragraph 9 of the declaration, “I also have heard that the managers do  
22 not want walkers and wheelchairs at the dining room table,” contains an out-of-court statement  
23 offered to prove the truth of the matter asserted. As such, it is inadmissible hearsay. FRE 802. It  
24 also lacks foundation and is not based on personal knowledge. FRE 602.

25 The statement in paragraph 11 of the declaration, “[t]hose of use who need help from  
26 home health care aides are concerned that we might be asked to move out because we do not fit  
27 within the management’s definition of ‘independent living.’ Even residents who do not have  
28 disabilities worry what will happen to them if, in the future, they become disabled and need help”

1 contains out-of-court statements offered to prove the truth of the matter asserted. As such, it is  
2 inadmissible hearsay. FRE 802. It also lacks foundation and is not based on personal knowledge.  
3 FRE 602.

4 **(2) Supplemental Declaration of Nancy Northern**

5 The statement in paragraph 18 of the declaration, “[s]he complained to Mr. Hall that a  
6 resident upstairs flooded her apartment, and several adjoining units too, but that the resident was  
7 still a tenant,” contains an out-of-court statement offered to prove the truth of the matter asserted.  
8 As such, it is inadmissible hearsay. FRE 802. It also lacks foundation and is not based on  
9 personal knowledge. FRE 602.

10 **(3) Supplemental Declaration of Kathryn J. Winter**

11 The statement in paragraph 4 of the declaration, “I reject defendants’ claim that FHNV  
12 has done anything improper or unethical by entering Redwood property or contacting residents,”  
13 contains improper conclusions and argument in violation of Local Rule 7-5(b).

14 The statement in paragraph 4 of the declaration, “this activity was part of FHNV’s  
15 educational mission and was conducted in full compliance with California Civil Code section  
16 9142.6,” contains improper conclusions and argument in violation of Local Rule 7-5(b).

17 The statement in paragraph 6 of the declaration, “[t]he effects of Redwood’s continued  
18 use of discriminatory language like ‘active’ and ‘independent’ cannot be mitigated easily by  
19 FHNV. Redwood has so far given no indication that it will cease using the words ‘active’ and  
20 ‘independent.’ Rather it is my understanding that they continue to defend such language. It is my  
21 concern that just as Redwood has misled their own residents about heir housing rights by using  
22 these words, their actions will have a similar impact on the general public,” contains improper  
23 conclusions and argument in violation of Local Rule 7-5(b).

24 The statement in paragraph 7 of the declaration, “these ads misinform the public about the  
25 requirements of the fair housing laws, and further, they will embolden and encourage other  
26 housing providers to enact similarly discriminatory policies. But these ads have been observed by  
27 such a large number of people that it will be difficult and costly to devise an educational  
28 campaign to counteract the ads’ effects,” lacks foundation and contains improper conclusions and

1 argument in violation of Local Rule 7-5(b).

2 The statement in paragraph 8 of the declaration, “FHNV has encountered a number of  
3 complications in trying to reach out to victims of Redwood’s discriminatory housing practices.  
4 Redwood residents have seen or heard similar statements in so many different places – from  
5 Redwood’s advertising materials, to their leases, and from the mouths of managers – that most of  
6 the residents believe these terms to be a true measure of who can and how cannot be a resident  
7 there,” lacks foundation and is not based on personal knowledge. FRE 602. It also contains  
8 improper conclusions and argument in violation of Local Rule 7-5(b).

9 The statement in paragraph 9 of the declaration, “[s]ome residents have expressed fear  
10 that they will be asked or ordered to move out if they complain publicly, and report that other  
11 residents are too scared to even call us. Residents’ fear makes it even more difficult to conduct  
12 our investigation and to counteract the effects of the discrimination. I feel that it is part of our  
13 agency’s mission to participate in litigation such as this, especially where current residents are too  
14 frightened to speak for themselves,” lacks foundation and is not based on personal knowledge.  
15 FRE 602. It also contains improper conclusions and argument in violation of Local Rule 7-5(b).

16 The statement in paragraph 10 of the declaration, “[d]iscriminatory statements and  
17 advertising like Redwoods’ cause significant frustration to FHNV’s mission,” contains improper  
18 conclusions and argument in violation of Local Rule 7-5(b).

19 The statement in paragraph 11 of the declaration, [w]e have already incurred significant  
20 costs, both financial costs and opportunity costs, in investigating and addressing discriminatory  
21 practices at Redwood. The number of complaints we received was extraordinary, and  
22 overwhelmed the staff and resources of our small agency. We have fallen behind on other work,  
23 including preparing and providing educational workshops for the community and preparing  
24 reports under the terms of our contracts. If Redwood can continue discriminating, I believed that  
25 we will have to divert even more resources to counteract and educate, and we will fall even farther  
26 behind on our agency’s mission,” lacks foundation and contains improper conclusions and  
27 argument in violation of Local Rule 7-5(b).

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1           **(4) Declaration of Susan Coll**

2           The statement in paragraph 8 of the declaration, “[t]o us, Redwood was there home, and  
3 they should not be penalized for something that was out of their control,” contains improper  
4 conclusions and argument in violation of Local Rule 7-5(b).

5           The statement in paragraph 10 of the declaration, “[w]e did not feel that it was fair to  
6 charge residents extra fees for meal trays, since their care givers picked up and returned the meals  
7 from the kitchen. I have personally observed the kitchen staff getting ready for meal service and  
8 cleaning up after meal services on many occasions, and I do not believe that Redwood incurred  
9 any additional hardship or costs to permit these residents to have meals in their rooms,” contains  
10 improper conclusions and argument in violation of Local Rule 7-5(b).

11           The statement in paragraph 11 of the declaration, “I do not believe these two residents or  
12 any others posed a danger to themselves or others, justifying these move out notices. My heart  
13 clenched when I heard about these people being forced out for the sake of Redwood’s policy,”  
14 contains improper conclusions and argument in violation of Local Rule 7-5(b).

15           The statement in paragraph 12 of the declaration, “[a] number of [the residents] have told  
16 us that they are scared that they will be asked to move out. Some residents have said that they  
17 stay in their rooms as much as possible because they do not want management to notice that they  
18 are disabled, since their condition might lead to eviction,” contains out-of-court statements  
19 offered to prove the truth of the matter asserted. As such, it is inadmissible hearsay. It also lacks  
20 foundation and is not based on personal knowledge. FRE 602.

21 DATED: September 19, 2007

HANSON BRIDGETT MARCUS  
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